



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

This is Schedule Number S-0000176201 to the Frontier Services Agreement dated 01/31/2018 ("FSA") by and between City Of Elgin ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site: 180 N 8th Ave, Elgin, Oregon, 97827
Billing Address: 180 N 8th Ave, Elgin, Oregon, 97827
Single Point of Contact ("SPOC"): Brian Brian

Schedule Date: 01/31/2018
Requested Install Date: 03/30/2018
Phone: (541) 786-1662

Equipment Purchase and Installation Services:	Payment
A. Equipment and associated products specifically identified in Attachment 1 ("Equipment")	\$ 6,003.54
B. Installation & Training Services as specified in Attachment 2: Scope of Work ("SOW") (including adjustments from Section 6 of Attachment 2, if applicable)(" Services")	\$ 598.54
Total Payment:	\$ 6,602.52
Payment Schedule:	As described below
Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.	
* Payment Plan – for Equipment & Services with the following Total Payment:	
(a) < \$25,000: Equipment payment 100% on delivery; Services 100% on Frontier provision of COC (described below),	
(b) >= \$25,000: Equipment payment 25% on mutual execution of this Schedule, remainder on shipment of Equipment; Services 100% per COC or COA (described below).	

Lease/Financing Option: NO ☒

YES ☐ (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)

Customer has entered into a financing agreement with ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

- Equipment Delivery and Billing.** With respect to Equipment that is not a Drop-Ship Order (described below), Frontier will, at a Frontier facility or other location (not the Customer's address), receive, inventory, and / or preprogram or stage such Equipment as required prior to delivery to Customer. Once these tasks are completed, Frontier will deliver such Equipment to the Customer at the Installation Site. Upon such delivery, risk of loss for such Equipment so delivered shall pass to Customer and Customer has the insurable interest in such Equipment. Customer will be responsible for securely storing such Equipment, and providing such Equipment to Frontier's representatives (typically, installation technicians) at the time of installation. If the Equipment alone has a price less than twenty-five thousand dollars (\$25,000), then Customer shall be deemed to have accepted such Equipment upon delivery ("Acceptance") and Frontier billing will commence at this time for such Equipment. If the Equipment alone has a price equal to or greater than twenty-five thousand dollars (\$25,000) or more, then Frontier will provide to Customer at Equipment delivery a Certificate of Acceptance ("COA") for such Equipment, that Customer shall return to Frontier within five (5) business days of delivery. If the COA for Equipment is not received by Frontier within such time and Customer has not notified Frontier in writing of a material problem related to such Equipment, then Customer shall be deemed to have accepted ("Acceptance") the Equipment and billing will commence.
- Services and Billing.** With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services. If the Total Payment amount is less than \$25,000, then Frontier shall provide to Customer a Certificate of Completion ("COC") for Services (that the Customer is not required to complete and return to Frontier) and billing for such installation and/or training services shall commence. If the Total Payment amount is equal to or greater than \$25,000, then Frontier shall provide to Customer a Certificate of Acceptance ("COA") for Services that Customer shall complete and return to Frontier within five (5) business days and billing shall commence. If the COA for Services is not returned within such period, and Customer has not notified Frontier in writing of a material problem related to the Services, then Customer shall be deemed to have accepted such Services ("Acceptance") and billing shall commence. If there are minor pending items, the COA for Services will be signed by Customer with a list of exceptions (punch list), and Frontier will address the punch list items in a timely manner following the Acceptance.
- Drop-Ship Orders.** Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."
- Manufacturer Requirements.** Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and all applicable licenses are subject to the manufacturer's end user license terms and conditions.
- Title.** Frontier retains legal title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
- Warranty.**

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

Qty	Part #	Description	Unit Price	Extended Price
7	9U1-T300-US01	ZoneFlex T300 Unleashed, omni, outdoor access point, 802.11ac 2x2:2 internal BeamFlex+, dual band concurrent, one ethernet port, PoE input, includes mounting bracket and one year warranty. Does not include PoE injector.	\$761.76	\$5,332.32
2	806-RUNL-3U00	End User Support for Unleashed Access Points, 3 Year	\$35.29	\$70.58
2	1700571F1	NetVanta 1531P 8 port managed Layer 3 Lite 10/100/1000	\$294.12	\$588.24
7	ICPCSK05BL	PATCH CORD CAT6 MOLDED BOOT BLUE 5FT	\$1.84	\$12.85
Material Summary				\$6,003.98
Labor & Warranty				\$598.54
Project Total Investment				\$6,602.52

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

- Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.
- Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.
- Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:
 - How to login / reset user password on system
 - How to set up a new extension
 - How to remove an extension
 - How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of its SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customer's assumption of responsibility, are incorporated into the overall

NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	\$
	\$
	\$
	\$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$



FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of 01/31/2018 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and City Of Elgin, whose primary address is 255 CEDAR ST, ELGIN, Oregon, 97827 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.		City Of Elgin	
Frontier's Signature:		Customer's Signature:	
Printed Name:		Printed Name: Brock Ekstrom	
Title:		Title: Administrator	
Date:		Date: 27 Feb 2018	
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:	City Of Elgin 255 CEDAR ST ELGIN, Oregon, 97827 Attn: Brian Brian